

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF WISCONSIN**

In re:

Wisconsin & Milwaukee Hotel LLC,

Debtor.

Case No. 24-21743-gmh
Chapter 11

**NOTICE AND APPLICATION OF DEBTOR
FOR AUTHORITY TO RETAIN AND EMPLOY MALLERY SC
AS SPECIAL COUNSEL FOR A SPECIFIC PURPOSE**

Wisconsin & Milwaukee Hotel LLC, the debtor herein (“**Debtor**” or “**WMH**”), by its attorneys Richman & Richman LLC, by Michael P. Richman and Claire Ann Richman, hereby files this application for entry of an order authorizing the Debtor to employ and retain Mallery S.C., as special counsel for the Debtor for a specific purpose, pursuant to 11 U.S.C. §§ 327(e) and 330, Federal Rules of Bankruptcy Procedure 2014 and 2016, and Local Rule 2014 of the United States Bankruptcy Court for the Eastern District of Wisconsin. This Application is further supported by the Declaration of Christopher L. Strohbehn (“**Strohbehn Declaration**”), attached hereto and incorporated herein as **Exhibit A**, and the record herein.

JURISDICTION AND VENUE

1. The Court has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157 and 1334, and the order of reference in this District entered pursuant to § 157(a). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper in this district pursuant to §§ 1408 and 1409.

2. The statutory predicates for relief sought in the Application are Sections

105(a), 327(e), 328, and 330 of the United States Bankruptcy Code (“**Bankruptcy Code**”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (“Bankruptcy Rules”), and Local Rule 2014 of the United States Bankruptcy Court for the Eastern District of Wisconsin (the “**Local Rules**”).

BACKGROUND

3. On April 9, 2024 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code, commencing the above-captioned chapter 11 case (the “**Case**”).

4. The Debtor remains in possession of its property and is operating its business as a debtor in possession, pursuant to §§ 1107, 1108, 1184 of the Bankruptcy Code.

5. The Debtor owns and operates the Milwaukee Marriott Downtown, a 205-room full-service, high-end hotel located at 625 N. Milwaukee Street, Milwaukee (the “Hotel”).

6. The Debtor is plaintiff in a prepetition civil action filed on June 8, 2023 and currently pending in the Circuit Court of Milwaukee County, Milwaukee, Wisconsin, styled as *Wisconsin & Milwaukee Hotel LLC vs. City of Milwaukee*, Case No. 23-CV-4237, pursuant to which the Debtor is appealing (and seeking to reduce the amounts of) the City of Milwaukee’s property tax assessments of the Hotel for tax years 2022, 2023, and 2024 (the “**Property Tax Appeal**”). The law firm of Mallery SC (“**Mallery**”) has been representing the Debtor since 2021 with respect to the City of Milwaukee’s property tax assessments of the Hotel, and filed the Property Tax

Appeal on behalf of the Debtor on June 8, 2023. The Debtor wishes to engage them to continue the Property Tax Appeal because of their substantial background and involvement with the City of Milwaukee's property tax assessments of the Hotel, and the Property Tax Appeal, and because a successful outcome could be highly beneficial to the estate.

REQUESTED RELIEF

7. Subject to the approval of this Application, the Debtor retained Mallery on May 13, 2024, to continue representing the Debtor in the Property Tax Appeal, as memorialized by an engagement agreement between the Debtor and Mallery ("**Engagement Agreement**"). A true and correct copy of the Engagement Agreement is attached to the Strohbehn Declaration as Exhibit I.

8. The Debtor believes that it is in the best interests of the estate to retain and employ Mallery to continue to represent it in the Property Tax Appeal, and Mallery is willing and able to continue representing the Debtor in the Property Tax Appeal.

9. Mallery is a diversified, full-service law firm based in Milwaukee, and the attorneys at Mallery are experienced in handling a broad range of the business and legal needs of its clients. Mallery's practice areas include property tax appeals, and Mallery's property tax team includes experienced attorneys who are familiar with navigating the complicated processes of challenging property tax assessments.¹

10. The Debtor believes that Mallery has the experience and resources

¹ <https://mallerysc.com/practice-areas/wisconsin-property-tax-appeal-lawyers/>

necessary to represent it in the Property Tax Appeal. In addition, Mallery already has significant background and experience in the Property Tax Appeal, which will continue to benefit the estate. Were the Debtor to seek to engage alternative counsel, it would be necessary to incur potentially significant fees and expenses for such new counsel to acquire the background and knowledge that Mallery already possesses. A successful result in the Property Tax Appeal has the potential to increase the value of the estate for the benefit of all parties in interest.

11. Pursuant to Section 327(e) of the Bankruptcy Code, a debtor in possession is authorized to employ "for a specified special purpose", an attorney "that has represented the debtor, if in the best interest of the estate, and if such attorney does not represent or hold any interest adverse to the debtor or to the estate with respect to the matter on which such attorney is to be employed. 11 U.S.C. § 327(e). Pursuant to Section 327 (e), four requirements must be met in order for the attorney's retention to be approved:

(1) the representation is in the best interest of the estate, (2) the attorney represented the debtor in the past, (3) the attorney is for a specific purpose approved by the court, other than to represent the debtor in conducting the case, and (4) the attorney does not represent or hold an interest adverse to the debtor or to the debtor's estate.

See Stapleton v. Woodworkers Warehouse, Inc. (In re Woodworkers Warehouse, Inc.), 332 B.R. 403, 406 (D. Del. 2005).

12. In light of the prepetition services Mallery has provided to the Debtor in the Property Tax Appeal, the Debtor submits that Mallery is well familiar with the Debtor, the City of Milwaukee's property tax assessments of the Hotel, and the Property Tax Appeal, and is well-qualified and uniquely able to act as an efficient

special counsel for the Debtor. By this Application, the Debtor respectfully requests that this Court enter an Order authorizing it to employ and retain Mallery as its special counsel, pursuant to Sections 327(e) and 330 of the Bankruptcy Code.

SCOPE OF EMPLOYMENT

13. Local Rule 2014 of the Bankruptcy Court for this district provides that an application “must include a specific recitation of the anticipated services to be rendered together with the proposed method of calculating the compensation.” Mallery shall act as special counsel to the Debtor, including continuing to represent the Debtor in the Property Tax Appeal, and performing such legal services as may be required under the circumstances of the Property Tax Appeal that are deemed to be in the interests of the Debtor as set forth the Bankruptcy Code. The specific professional services that the Debtor expects that Mallery will continue to render in the Property Tax Appeal include, but shall not be limited to the following:

- a. preparing and reviewing pleadings, motions, and correspondence;
- b. appearing at and representing the Debtor in various proceedings before the Circuit Court of Milwaukee County, including status and scheduling conferences, motion hearings, and trials;
- c. conducting discovery, including conducting and defending depositions of parties and witnesses;
- d. conducting settlement negotiations as appropriate;
- e. handling case administration tasks and addressing procedural issues; and
- f. any other services as necessary as counsel for the Debtor in the Property Tax Appeal.

14. The Debtor's retention of Mallery is essential and should be authorized to avoid any disruption in the Debtor's efforts to prosecute the Property Tax Appeal.

COMPENSATION

15. Compensation to Mallery will be calculated based on the work performed, billed at the hourly rates of Mallery attorneys and paraprofessionals, plus reimbursement of the actual and necessary expenses Mallery incurs, in accordance with the ordinary and customary rates which are in effect on the date the services are rendered, including, but not limited to, postage, filing and recording fees, court and governmental agency fees and charges, legal data base and connect charges, witness subpoena fees, expert witness and court reporter fees, travel expenses other than mileage, photocopies, and mileage fees (at the rate allowable for deduction by federal law), and other incidental costs advanced by Mallery specifically for these matters, at the rates commonly charged for such costs to other Mallery clients.

16. The names, positions, and current hourly rates of Mallery's professionals and paraprofessionals currently expected to have primary responsibility for providing services to the Debtor in the Property Tax Appeal are indicated in the following table.

Name	Title	Years Experience	Hourly Rate
Christopher L. Strohbahn	Shareholder	22	\$400 per hour
Russell J. Karnes	Shareholder	14	\$350 per hour
Paralegals/Support Staff		N/A	\$80 to \$150 per hour

17. Mallery may use the services of other attorneys, law clerks and

paraprofessionals at Mallery during the course of the Property Tax Appeal. If the services of other attorneys, law clerks and paraprofessionals not listed above are used, Mallery will charge the bankruptcy estate at the individual's current hourly rate for similar work. Mallery's hourly rates for other attorneys and paraprofessionals fall within the range of \$80 to \$500 per hour.

18. Mallery, as part of its ordinary business practice, periodically reviews and adjusts the hourly rates it charges for professional services. These adjustments typically occur at the beginning of each calendar year.

19. Mallery understands and agrees to keep detailed records of all time spent on these matters.

20. No fees shall be paid to Mallery except upon proper application to and approval by the Court.

21. The Debtor has determined that the rates charged by Mallery are reasonable given the work Mallery is expected to perform in the Property Tax Appeal.

**MALLERY DOES NOT HOLD OR REPRESENT
ANY ADVERSE INTEREST**

22. To the best of the Debtor's knowledge, based upon the Strohbehn Declaration, Mallery does not have connections with the Debtor, its creditors, or any other party in interest in this Chapter 11 Case, nor the United States Trustee or any person employed in the Office of the United States Trustee, with the exception of the following:

- a) Since 2021, Mallery has represented, and continues to represent, Jackson Street Management LLC ("**Jackson Street Management**"), the majority

member of the Debtor, and an unsecured creditor of the Debtor, with regard to Jackson Street Management's business and corporate matters. The Debtor does not believe that such concurrent representation is a conflict of interest because the interests of the Debtor and Jackson Street Management are fully aligned in the Property Tax Appeal. Additionally, since 2021, Mallery has represented, and continues to represent, JS Asset Management LLC ("**JS Asset Management**"), an unsecured creditor of the Debtor, with regard to JS Asset Management's business and corporate matters. The Debtor believes that JS Asset Management and the Debtor's interests in the Property Tax Appeal are also fully aligned.

- b) Mallery represents Wave Renovations, LLC ("**Wave Renovations**"), a hotel construction/renovation project management company, with regard to Wave Renovations' business and corporate matters. Several members of Wave Renovations are also members of Jackson Street Management.
- c) Randall J. Erkert ("**Erkert**") is an equity shareholder with the Firm. Erkert is a member of Jackson Street Management.
- d) Mallery holds a prepetition claim against the Debtor in the amount of \$6,612.95 consisting of legal fees and expenses rendered by Mallery to the Debtor in the Property Tax Appeal.

23. While Mallery holds an unsecured claim against the Debtor with respect to services rendered prepetition, neither Mallery nor any professionals who are associated with, or are members of, Mallery possess or assert an economic interest

that would lessen the value of the Debtor's estate or that would create an actual or potential dispute against the estate. In addition, special purpose counsel under Section 327(e) is not required to be disinterested. *See In re J.S. II, L.L.C.*, 371 B.R. 311, 317 (Bankr. N.D. Ill. 2007). A specific purpose counsel is not required to be generally "disinterested" as required under Section 327(a). *See In re Film Ventures Int'l, Inc.*, 75 B.R. 250, 252 (B.A.P. 9th Cir. 1987) ("Section 372(e) contains less restrictive requirements than Section 372(a) which governs the employment of general counsel as there is no requirement of disinterestedness."). Thus, holding a prepetition claim should not disqualify an attorney from being special counsel. *In re Albert*, 206 B.R. 636, 642 n. 7 (Bankr. D. Mass. 1997) (finding that although proposed special counsel held a prepetition claim, he could still be employed as special counsel.) Here, pursuant to Sections 327(c) and (e), the Court need only determine whether Mallery holds an interest adverse to the estate, and it does not.

24. The interests of the Debtor and Mallery are aligned and identical with respect to the Property Tax Appeal, and therefore, Mallery does not represent any interest adverse to the Debtor or to the estate with respect to the matters for which Mallery will be providing advice and services as special counsel to the Debtor.

25. Therefore, to the best of Debtor's knowledge, based upon the Strohbehn Declaration, Mallery does not hold or represent any interest adverse to the Debtor or its estate with respect to the matters for which the Debtor wishes to employ Mallery.

NOTICE

26. Pursuant to Local Rule 2014, notice of this Application will be served

upon the following of their respective counsel, (a) the United States Trustee for the Eastern District of Wisconsin; (b) Computershare Trust Company, N.A., the Debtor's primary secured lender; and (c) any other persons or parties designated by the Court.

27. The Debtor asserts that notice has been provided to all required parties through the filing of this application via the Court's CM/ECF system, and requests that if no objection or request for hearing is filed within **14 days of the filing of this Application**, that the Court grant the relief requested.

28. Subject to this Court's approval of this Application, Mallery has indicated that it is willing to serve as the Debtor's counsel in the Property Tax Appeal, and to perform the services described herein.

WHEREFORE, the Debtor requests an Order (a) granting this Application, (b) authorizing it to retain and employ Mallery SC as special counsel for a specific purpose, and (c) granting such other and further relief as this Court may deem just and proper.

Dated this 6th day of June 2024.

RICHMAN & RICHMAN LLC
Attorneys for Debtor

By: /s/ Michael P. Richman

Michael P. Richman
Claire Ann Richman
Eliza M. Reyes
122 West Washington Avenue, Suite 850
Madison, WI 53703
Tel: (608) 630-8990/Fax: (608) 630-8991
mrichman@RandR.law
crichman@RandR.law
ereyes@RandR.law

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

In re:

Wisconsin & Milwaukee Hotel LLC,

Debtor.

Case No. 24-21743-gmh
Chapter 11

**DECLARATION OF CHRISTOPHER L. STROHBEHN
IN SUPPORT OF NOTICE AND APPLICATION OF DEBTOR
FOR AUTHORITY TO RETAIN AND EMPLOY MALLERY SC
AS SPECIAL COUNSEL FOR A SPECIFIC PURPOSE**

I, Christopher L. Strohbehn, hereby declare as follows:

1. I am a shareholder with the law firm of Mallery SC ("**Mallery**" or the "**Firm**"), whose offices are located at 731 North Jackson Street, Suite 900, Milwaukee, Wisconsin, 53202. I submit this declaration in support of the Notice and Application of Debtor for Authority to Retain and Employ Mallery SC as Special Counsel for a Specific Purpose ("**Application**") for Wisconsin & Milwaukee Hotel LLC, the debtor herein ("**Debtor**" or "**WMH**").

2. Unless otherwise stated, the facts set forth herein are based on my personal knowledge, upon records maintained by Mallery in the ordinary course of business, and which have been reviewed by me or other Mallery attorneys or employees at my direction, or upon information provided to me by other Mallery attorneys or employees. To the extent any information disclosed in this declaration requires amendment or modification as additional information becomes available, a supplemental declaration will be submitted to the court.

3. The Debtor is plaintiff in the prepetition civil action filed on June 8, 2023 and currently pending in the Circuit Court of Milwaukee County, Milwaukee, Wisconsin, styled as *Wisconsin & Milwaukee Hotel LLC vs. City of Milwaukee*, Case No. 23-CV-4237, pursuant to which the Debtor is appealing (and seeking to reduce the amounts of) the City of Milwaukee's property tax assessments of the Hotel for tax years 2022, 2023, and 2024 (the "**Property Tax Appeal**").

4. Mallery has been representing the Debtor with respect to the assessment of real and personal property taxes by the City of Milwaukee since 2021. Mallery filed the Property Tax Appeal on behalf of the Debtor on June 8, 2023, and the Debtor desires to retain and employ Mallery as special counsel to the Debtor to continue to represent the Debtor in the Property Tax Appeal.

5. Subject to the approval of the Application, the Debtor retained Mallery on May 13, 2024, to continue representing the Debtor in the Property Tax Appeal, as memorialized by an engagement agreement between the Debtor and Mallery ("**Engagement Agreement**"). A true and correct copy of the Engagement Agreement is attached hereto and incorporated herein as **Exhibit I**.

6. Given its background and involvement in the Property Tax Appeal prior to the commencement of this chapter 11 case, and the benefit to the estate if the case results in a reduction of the Debtor's property taxes, the Debtor believes that it is in the best interests of the estate to retain and employ Mallery to continue to represent it in the Property Tax Appeal, and Mallery is willing and able to continue representing the Debtor in the Property Tax Appeal.

7. Mallery is a diversified, full-service law firm based in Milwaukee, and the attorneys at Mallery are experienced in handling a broad range of the business and legal needs of its clients. Mallery's practice areas include property tax appeals, and Mallery's property tax team includes experienced attorneys who are familiar with navigating the complicated processes of challenging property tax assessments.

8. The specific professional services that the Debtor expects that Mallery will continue to render in the Property Tax Appeal include, but shall not be limited to the following:

- a. preparing and reviewing pleadings, motions, and correspondence;
- b. appearing at and representing the Debtor in various proceedings before the Circuit Court of Milwaukee County, including status and scheduling conferences, motion hearings, and trials;
- c. conducting discovery, including conducting and defending depositions of parties and witnesses;
- d. conducting settlement negotiations as appropriate;
- e. handling case administration tasks and addressing procedural issues; and
- f. any other services as necessary as counsel for the Debtor in the Property Tax Appeal.

9. The Debtor's retention of Mallery is essential and should be authorized to avoid any disruption in the Debtor's efforts to prosecute the Property Tax Appeal.

10. Compensation to Mallery will be calculated based on the work performed, billed at the hourly rates of Mallery attorneys and paraprofessionals, plus reimbursement of the actual and necessary expenses Mallery incurs, in accordance

with the ordinary and customary rates which are in effect on the date the services are rendered, including, but not limited to, postage, filing and recording fees, court and governmental agency fees and charges, legal data base and connect charges, witness subpoena fees, expert witness and court reporter fees, travel expenses other than mileage, photocopies, and mileage fees (at the rate allowable for deduction by federal law), and other incidental costs advanced by Mallery specifically for these matters, at the rates commonly charged for such costs to other Mallery clients.

11. The names, positions, and current hourly rates of Mallery's professionals and paraprofessionals currently expected to have primary responsibility for providing services to the Debtor in the Property Tax Appeal are indicated in the following table.

Name	Title	Years Experience	Hourly Rate
Christopher L. Strohbehn	Shareholder	22	\$400 per hour
Russell J. Karnes	Shareholder	14	\$350 per hour
Paralegals/Support Staff		N/A	\$80 to \$150 per hour

12. Mallery may use the services of other attorneys, law clerks and paraprofessionals at Mallery during the course of the Property Tax Appeal. If the services of other attorneys, law clerks and paraprofessionals not listed above are used, Mallery will charge the bankruptcy estate at the individual's current hourly rate for similar work. Mallery's hourly rates for other attorneys and paraprofessionals fall within the range of \$80 to \$500 per hour. Mallery, as part of its ordinary business practice, periodically reviews and adjusts the hourly rates it charges for professional services. These adjustments typically occur at the beginning

of each calendar year.

13. Mallery understands and agrees to keep detailed records of all time spent on these matters.

14. No fees shall be paid to Mallery except upon proper application to and approval by the Court.

15. In connection with the Debtor's proposed retention of Mallery to continue its representation in the Property Tax Litigation, and in preparing this Declaration, Mallery employees, under my supervision, conducted a search of Mallery's internal "conflicts" database for each of the following entities (collectively, the "Search Parties"). The list of the Search Parties is attached hereto and incorporated herein as Exhibit II.

- the Debtor's equity holders;
- the Debtor's management;
- the Debtor's secured and unsecured creditors; and
- other parties in interest.

16. To the best of my knowledge, information, and belief, and in accordance with Bankruptcy Rule 5002, neither I, nor any attorney at Mallery is a relative of any of the United States Bankruptcy Judges who may be assigned to this case. To the best of my knowledge, information, and belief, Mallery does not have connections with the Debtor, its creditors, or any other party in interest in this Chapter 11 Case, , nor the United States Trustee or any person employed in the Office of the United States Trustee, with the exception of the following:

- a) Since 2021, Mallery has represented, and continues to represent, Jackson Street Management LLC ("**Jackson Street Management**"), the majority member of the Debtor, and an unsecured creditor of the Debtor, with regard to Jackson Street Management's business and corporate matters. I do not believe that such concurrent representation is a conflict of interest because the interests of the Debtor and Jackson Street Management are fully aligned in the Property Tax Appeal. Additionally, since 2021, Mallery has represented, and continues to represent, JS Asset Management LLC ("**JS Asset Management**"), an unsecured creditor of the Debtor, with regard to JS Asset Management's business and corporate matters. I believe that JS Asset Management and the Debtor's interests in the Property Tax Appeal are also fully aligned.
- b) Mallery represents Wave Renovations, LLC ("**Wave Renovations**"), a hotel construction/renovation project management company, with regard to Wave Renovations' business and corporate matters. Several members of Wave Renovations are also members of Jackson Street Management.
- c) Randall J. Erkert ("**Erkert**") is an equity shareholder with the Firm. Erkert is a member of Jackson Street Management.
- d) Mallery holds a prepetition claim against the Debtor in the amount of \$6,612.95 consisting of legal fees and expenses rendered by Mallery to the Debtor in the Property Tax Appeal.

17. After reviewing the conflicts search, as far as I have been able to

determine after reasonable inquiry, neither I, nor Mallery, including any of its partners, counsel, associates or any other professional person employed by Mallery, holds or represents any interest adverse to the Debtor or its estate with respect to matters on which Mallery is proposed to be retained as special counsel.

18. To the extent that Mallery holds an unsecured claim against the Debtor with respect to services rendered prepetition, I believe that neither Mallery nor any professionals who are associated with, or are members of, Mallery possess or assert an economic interest that would lessen the value of the Debtor's estate or that would create an actual or potential dispute against the estate. The interests of the Debtor and Mallery are aligned and identical with respect to the Property Tax Appeal, and therefore, I believe that Mallery does not represent any interest adverse to the Debtor or to the estate with respect to the matters for which Mallery will be providing advice and services as special counsel to the Debtor.

19. Mallery has not agreed to share any compensation received in connection with this proceeding with any entity other than its members, counsel, or associates in accordance with 11 U.S.C. § 504(b).

I declare under penalty of perjury under the laws of the United States that, based upon my knowledge, information and belief as set forth in this Declaration, the foregoing is true and correct to the best of my knowledge.

Executed in Milwaukee, Wisconsin this 6th day of June, 2024.

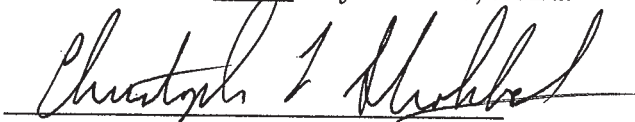

Christopher L. Strohbehn

EXHIBIT I

MALLERY_{SC}

A LIMITED LIABILITY SERVICE CORPORATION

Christopher L. Strohbehn
Direct Telephone: 414-727-6291
Email: cstrohbehn@mallerysc.com

May 13, 2024

VIA EMAIL (rerkert@mallerysc.com)

Randall G. Erkert
Wisconsin & Milwaukee Hotel LLC
731 N. Jackson Street, Suite 420
Milwaukee, WI 53202

Dear Mr. Erkert:

Re: Engagement Terms
Wisconsin & Milwaukee Hotel LLC– Property
Tax Appeal

The Wisconsin Supreme Court requires attorneys to send to each new client a written description of the scope of services and basis of payment.

As we discussed, my firm and I are willing to represent Wisconsin & Milwaukee Hotel LLC, regarding a property tax appeal related to the 2022, 2023 and 2024 assessments of parcel numbers 396-0471-000 which is currently subject of litigation in Milwaukee County Circuit Court case no. 23-CV04237. Like most law firms, Mallery s.c. charges for services on an hourly basis and for expenses and advances. Our basic billing and engagement policies are described on the enclosed document entitled “Engagement Terms.”

I currently bill at the rate of \$400 per hour for matters of this nature. My colleague, Russ Karnes, bills at the rate of \$350 per hour. I might involve other lawyers and legal assistants at my firm if I can reduce the fees we charge because of their lower rates if their involvement would add to the efficiency of your representation or if their experience would be useful. A list of the current billing rates for attorneys at Mallery s.c. is attached to this letter. These rates may change on or about January 1 of each year.

Mallery s.c. is organized as a limited liability service corporation under the laws of Wisconsin. The firm is responsible for professional liabilities incurred by its attorneys. Each attorney also may be personally liable for any acts, errors, or omissions arising out of the performance of professional services. The firm maintains professional liability insurance as required by the Rules of Professional Conduct of the Wisconsin Supreme Court.

If the terms of this letter, as well as the Engagement Terms, are acceptable to you, please acknowledge your agreement below and return an executed copy to me. Upon my receipt of an acknowledged copy of this letter, whether by mail, facsimile or otherwise, this letter and the Engagement Terms will constitute the contract between Mallery s.c. and you. If you have any questions or concerns, please call me.

While this letter describes the terms of the engagement for the specific matter described above, the general terms of this letter and the Engagement Terms will apply, unless otherwise agreed in writing, to this and all future projects for which we perform services for you, or any entity owned by or affiliated with you.

Thank you for allowing my law firm and me to be of service.

Sincerely,

A handwritten signature in black ink, appearing to read "Christopher L. Strohbehn". The signature is fluid and cursive, with a large initial "C" and "S".

CHRISTOPHER L. STROHBEHN

Enclosure

Acknowledged and agreed to as of _____, 2024:

Wisconsin & Milwaukee Hotel LLC
Authorized Agent or Representative

4876-9193-5934, v. 1

ENGAGEMENT TERMS – 2024

MALLERY s.c.

I. Rates

Our current ordinary billing rates range from \$200 to \$500 per hour for attorneys and \$80 to \$150 per hour for legal assistants performing paralegal work. Rates are based on experience levels and areas of practice. Our rates are subject to annual, year-end adjustments which are ordinarily in the \$5 to \$10 per hour range, but which might be more or less than this range. A current list of our rates is attached. Upon written request, we will provide a list of revised rates to ongoing clients when changes are made.

II. Expenses and Advances

Expenses and advances include without limitation (a) costs for messenger services, overnight courier charges (such as UPS and Federal Express), postage, service-of-process charges, filing and recording fees, court and governmental agency fees and charges, legal data base and connect charges, witness subpoena fees, expert witness and court reporter fees, travel expenses other than mileage and similar items based on our actual costs, and (b) photocopies at the rate of \$0.15 per page when we make the copies, photocopies at our actual cost if we pay copy services, the court or other parties for the copies, long distance facsimiles at the rate of \$0.10 per page and mileage fees at the rate allowable for deduction by federal law. We believe that these charges compensate us for our approximate expenses and advances in connection with the client's representation. Of course, not all of these charges will apply on any given project. However, if the amount of any advance exceeds \$100, we may in our discretion ask that the client pay the item directly. Of course, if the client fails to do so, we reserve the right to pay the item and bill the client for it.

III. Frequency of Invoices

We generally bill on a monthly basis; however, this is only a rough rule of thumb, and we reserve the right to bill less or more frequently. For certain projects, particularly projects that we expect will have a total invoice of less than \$2,500 or shorter term matters, we may at our discretion bill upon the completion of the project.

IV. Late Payments/Failures to Pay

Payments are due within 10 days of the date mailed to the client. Notwithstanding the foregoing, unless otherwise agreed in writing, if any invoice is not paid on or before the day 30 days after the date the invoice is mailed to a client, we reserve the right to (a) charge interest on a daily basis from the date due until paid at the rate of 15% per year on all amounts described on the invoice; and (b) rescind any discount described on the invoice. If the client is unable to pay the amount of the invoice when due, the client should, before the invoice is due, call the attorney with whom the client is working to see if we are amenable to other arrangements.

V. Withdrawal

The client will not object to our withdrawal as counsel if the client fails to make payments pursuant to the terms of our agreement with the client, the client requires that we act in a manner that we deem to be illegal or unethical or, if the engagement involves litigation, the client insists on pursuing a claim that we do not believe has merit. Any unused portion of any deposit will be returned to the client at the time of our withdrawal.

VI. Collection/Attorneys' Lien

If we commence a collection action for the amounts payable to us and we obtain an award or judgment against the client in such action, we will charge the client, and the client agrees to pay, for our fees and expenses in connection with such action. Such charge may be included in the amount of the award or judgment. Additionally, by accepting the terms of our engagement, the client grants to us, to secure the payment of our fees and expenses, a lien on all of the client's files, papers and other materials in our possession, any deposits in our possession and on the proceeds of any action in which we have represented the client.

VII. Files and Materials in Our Possession

Unless otherwise agreed in writing, we will assume that all documents and other materials that come into our possession are duplicates and are delivered to us for our use in representing the client. This assumption shall hold true even if the documents and materials purport to be originals or contain original signatures. Accordingly, we shall have the right, without further notice, to destroy our files and their contents, including our work product, for any project on which we have performed no legal services for the client for a period of at least six consecutive years. During the period we maintain files for the client, we will provide copies or originals, upon written request, of any documents and materials in the file provided the client pays for our time and copying expenses and advances at the rates set forth above, including the expenses and advances of making copies for our files of any original materials requested by the client. If we no longer provide services for the client at the time of the request, we have the right to require the client to prepay for such time and copying.

2024 Hourly Billing Rates

Shareholders

Adam A. Bardosy	\$395
Randall G. Erkert	\$360
Catherine A Faught	\$395
Andrew G. Frank	\$390
Douglas G. French	\$480
Jon S. Herreman	\$450
Jacqueline G. Hrovat	\$400
Russell J. Karnes	\$350
Ajay V. Kuttemperoor	\$450
Michael A. Marx	\$395
Michael J. McDonagh	\$500
Andrew Robinson	\$350
Christopher L. Strohbehn	\$400

Associates

Maggie L. Seifert	\$300
Stephen L. Lovell	\$200
Samantha S. Bailey	\$250

Paralegals/Legal Assistants

Jeanne Demet	\$150
Mary Ellen Panzer	\$80
Alexandra Wells	\$80
Caroline Tietjens	\$150
Jessica Watson	\$150

4859-6624-1982, v. 1

EXHIBIT II

Fill in this information to identify the case:

Debtor name **Wisconsin & Milwaukee Hotel LLC**

United States Bankruptcy Court for the: **EASTERN DISTRICT OF WISCONSIN**

Case number (if known) **24-21743**

☐ Check if this is an amended filing

Official Form 206D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible.

1. Do any creditors have claims secured by debtor's property?

☐ No. Check this box and submit page 1 of this form to the court with debtor's other schedules. Debtor has nothing else to report on this form.

☒ Yes. Fill in all of the information below.

Part 1: List Creditors Who Have Secured Claims

2. List in alphabetical order all creditors who have secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim.

Column A	Column B
Amount of claim	Value of collateral that supports this claim
Do not deduct the value of collateral.	
\$549,089.87	\$26,400,000.00

2.1 City of Milwaukee

Creditor's Name

**Office of the City Treasurer
Customer Services
Division
PO Box 514062
Milwaukee, WI 53203-3462**

Creditor's mailing address

Creditor's email address, if known

Date debt was incurred

December 31, 2023

Last 4 digits of account number

Do multiple creditors have an interest in the same property?

☐ No

☒ Yes. Specify each creditor, including this creditor and its relative priority.

- 1. Computershare Trust Company, N.A.**
- 2. Wisconsin & Milwaukee Hotel Funding, LLC**
- 3. City of Milwaukee**

Describe debtor's property that is subject to a lien

**Full-service high-end hotel known as the Milwaukee Marriott Downtown
625 N. Milwaukee Street
Milwaukee, WI 53202**

Describe the lien

Real Estate Taxes - Tax Year 2023

Is the creditor an insider or related party?

☒ No

☐ Yes

Is anyone else liable on this claim?

☒ No

☐ Yes. Fill out Schedule H: Codebtors (Official Form 206H)

As of the petition filing date, the claim is:

Check all that apply

☐ Contingent

☐ Unliquidated

☐ Disputed

2.2 Computershare Trust Company, N.A.

Creditor's Name

**250 Royall Street
Canton, MA 02021**

Creditor's mailing address

Creditor's email address, if known

Describe debtor's property that is subject to a lien

All real and personal property of the Debtor.

\$46,288,403.25

\$26,400,000.00

Describe the lien

Mortgage

Is the creditor an insider or related party?

☒ No

☐ Yes

Is anyone else liable on this claim?

Debtor **Wisconsin & Milwaukee Hotel LLC**
Name

Case number (if known) **24-21743**

Date debt was incurred

August 31, 2012

Last 4 digits of account number
unknown

Do multiple creditors have an interest in the same property?

☐ No

☒ Yes. Specify each creditor, including this creditor and its relative priority.

Specified on line 2.1

☒ No

☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

As of the petition filing date, the claim is:

Check all that apply

☐ Contingent

☐ Unliquidated

☐ Disputed

2.3

Wisconsin & Milwaukee Hotel Funding, LLC

Creditor's Name

**311 E. Chicago Street
Suite 510
Milwaukee, WI 53202**

Creditor's mailing address

Creditor's email address, if known

Date debt was incurred

Last 4 digits of account number

Do multiple creditors have an interest in the same property?

☐ No

☒ Yes. Specify each creditor, including this creditor and its relative priority.

Specified on line 2.1

Describe debtor's property that is subject to a lien

**Full-service high-end hotel known as the Milwaukee Marriott Downtown
625 N. Milwaukee Street
Milwaukee, WI 53202**

\$2,000,000.00

\$26,400,000.00

Describe the lien

Mortgage

Is the creditor an insider or related party?

☒ No

☐ Yes

Is anyone else liable on this claim?

☒ No

☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

As of the petition filing date, the claim is:

Check all that apply

☐ Contingent

☐ Unliquidated

☐ Disputed

3. Total of the dollar amounts from Part 1, Column A, including the amounts from the Additional Page, if any.

\$48,837,493.

12

Part 2: List Others to Be Notified for a Debt Already Listed in Part 1

List in alphabetical order any others who must be notified for a debt already listed in Part 1. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for secured creditors.

If no others need to be notified for the debts listed in Part 1, do not fill out or submit this page. If additional pages are needed, copy this page.

Name and address

On which line in Part 1 did you enter the related creditor?

Last 4 digits of account number for this entity

**City of Milwaukee
City Hall
200 E. Wells Street
Room 800
Milwaukee, WI 53202**

Line **2.1**

**Wisconsin Housing & Economic Development
Authority (WHEDA)
611 W. National Avenue
Milwaukee, WI 53204**

Line **2.2**

unknown

Fill in this information to identify the case:

Debtor name Wisconsin & Milwaukee Hotel LLC

United States Bankruptcy Court for the: EASTERN DISTRICT OF WISCONSIN

Case number (if known) 24-21743

☐ Check if this is an amended filing

Official Form 206E/F

Schedule E/F: Creditors Who Have Unsecured Claims

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY unsecured claims and Part 2 for creditors with NONPRIORITY unsecured claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on *Schedule A/B: Assets - Real and Personal Property* (Official Form 206A/B) and on *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G). Number the entries in Parts 1 and 2 in the boxes on the left. If more space is needed for Part 1 or Part 2, fill out and attach the Additional Page of that Part included in this form.

Part 1: List All Creditors with PRIORITY Unsecured Claims

1. Do any creditors have priority unsecured claims? (See 11 U.S.C. § 507).

☒ No. Go to Part 2.

☐ Yes. Go to line 2.

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

3. List in alphabetical order all of the creditors with nonpriority unsecured claims. If the debtor has more than 6 creditors with nonpriority unsecured claims, fill out and attach the Additional Page of Part 2.

Amount of claim

3.1 Nonpriority creditor's name and mailing address

Access One Inc.
820 W Jackson Blvd.
6th Floor
Chicago, IL 60607

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: Check all that apply.

\$213.27

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: Trade Creditor - materials or services

Is the claim subject to offset? ☒ No ☐ Yes

3.2 Nonpriority creditor's name and mailing address

Airgas USA LLC
259 North Radnor-Chester Road
Suite 100
Radnor, PA 19087-5283

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: Check all that apply.

\$1,268.81

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: Trade Creditor - materials or services

Is the claim subject to offset? ☒ No ☐ Yes

3.3 Nonpriority creditor's name and mailing address

Akrite Sales & Service, Inc.
17300 W. Cleveland Avenue
New Berlin, WI 53146

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: Check all that apply.

\$929.45

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: Trade Creditor - materials or services

Is the claim subject to offset? ☒ No ☐ Yes

3.4 Nonpriority creditor's name and mailing address

Alliance Laundry Systems Distribution
PO Box 844226
Dallas, TX 75284-4226

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: Check all that apply.

\$574.72

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: Trade Creditor - materials or services

Is the claim subject to offset? ☒ No ☐ Yes

Debtor **Wisconsin & Milwaukee Hotel LLC**
Name

Case number (if known) **24-21743**

3.5 Nonpriority creditor's name and mailing address
ALSCO Inc.
505 East 200 South
Salt Lake City, UT 84102
Date(s) debt was incurred _
Last 4 digits of account number _

As of the petition filing date, the claim is: Check all that apply. **\$1,792.93**
☐ Contingent
☐ Unliquidated
☐ Disputed
Basis for the claim: Trade Creditor - materials or services
Is the claim subject to offset? ☒ No ☐ Yes

3.6 Nonpriority creditor's name and mailing address
ASSA Abloy Global Solutions
PO Box 70340
SE-107 23
Stockholm, Sweden
Date(s) debt was incurred _
Last 4 digits of account number _

As of the petition filing date, the claim is: Check all that apply. **\$291.24**
☐ Contingent
☐ Unliquidated
☐ Disputed
Basis for the claim: Trade Creditor - materials or services
Is the claim subject to offset? ☒ No ☐ Yes

3.7 Nonpriority creditor's name and mailing address
Boelter Companies
PO Box 734296
Chicago, IL 60673-4296
Date(s) debt was incurred _
Last 4 digits of account number _

As of the petition filing date, the claim is: Check all that apply. **\$357.08**
☐ Contingent
☐ Unliquidated
☐ Disputed
Basis for the claim: Trade Creditor - materials or services
Is the claim subject to offset? ☒ No ☐ Yes

3.8 Nonpriority creditor's name and mailing address
BOSS Beer Line Cleaning
PO Box 486
Germantown, WI 53022
Date(s) debt was incurred _
Last 4 digits of account number _

As of the petition filing date, the claim is: Check all that apply. **\$310.76**
☐ Contingent
☐ Unliquidated
☐ Disputed
Basis for the claim: Trade Creditor - materials or services
Is the claim subject to offset? ☒ No ☐ Yes

3.9 Nonpriority creditor's name and mailing address
Canon Solutions America, Inc.
One Canon Park
Melville, NY 11747
Date(s) debt was incurred _
Last 4 digits of account number _

As of the petition filing date, the claim is: Check all that apply. **\$385.71**
☐ Contingent
☐ Unliquidated
☐ Disputed
Basis for the claim: Trade Creditor - materials or services
Is the claim subject to offset? ☒ No ☐ Yes

3.10 Nonpriority creditor's name and mailing address
Carisolo Inc.
Carisolo Grinding Service
E7995 School Road
Sauk City, WI 53583
Date(s) debt was incurred _
Last 4 digits of account number _

As of the petition filing date, the claim is: Check all that apply. **\$72.84**
☐ Contingent
☐ Unliquidated
☐ Disputed
Basis for the claim: Trade Creditor - materials or services
Is the claim subject to offset? ☒ No ☐ Yes

3.11 Nonpriority creditor's name and mailing address
Cintas
N56 W13605 Silver Spring Drive
Menomonee Falls, WI 53051
Date(s) debt was incurred _
Last 4 digits of account number _

As of the petition filing date, the claim is: Check all that apply. **\$4,902.44**
☐ Contingent
☐ Unliquidated
☐ Disputed
Basis for the claim: Trade Creditor - materials or services
Is the claim subject to offset? ☒ No ☐ Yes

Debtor **Wisconsin & Milwaukee Hotel LLC**

Case number (if known)

24-21743

Name

3.12 Nonpriority creditor's name and mailing address

**Courtesy Products, Inc.
10840 Linpage Place
Saint Louis, MO 63132**

Date(s) debt was incurred _

Last 4 digits of account number unknownAs of the petition filing date, the claim is: *Check all that apply.***\$5,663.82**

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: Trade Creditor - materials or servicesIs the claim subject to offset? ☒ No ☐ Yes

3.13 Nonpriority creditor's name and mailing address

**Coyle Hospitality Services, Inc.
244 Madison Avenue
Suite 369
New York, NY 10016**

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: *Check all that apply.***\$248.61**

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: Trade Creditor - materials or servicesIs the claim subject to offset? ☒ No ☐ Yes

3.14 Nonpriority creditor's name and mailing address

**CVENT
PO Box 822699
Philadelphia, PA 19182-2699**

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: *Check all that apply.***\$10,524.00**

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: Trade Creditor - materials or servicesIs the claim subject to offset? ☒ No ☐ Yes

3.15 Nonpriority creditor's name and mailing address

**Deluxe Branded Marketing
PO Box 645633
Cincinnati, OH 45264-5633**

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: *Check all that apply.***\$2,281.02**

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: Trade Creditor - materials or servicesIs the claim subject to offset? ☒ No ☐ Yes

3.16 Nonpriority creditor's name and mailing address

**Ecolab Institutional
PO Box 70343
Chicago, IL 60673**

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: *Check all that apply.***\$2,238.00**

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: Trade Creditor - materials or servicesIs the claim subject to offset? ☒ No ☐ Yes

3.17 Nonpriority creditor's name and mailing address

**Ecolab Pest Elimination Division
25252 Network Place
Chicago, IL 60673-1262**

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: *Check all that apply.***\$82.00**

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: Trade Creditor - materials or servicesIs the claim subject to offset? ☒ No ☐ Yes

3.18 Nonpriority creditor's name and mailing address

**Edward Don and Company
2562 Paysphere Circle
Chicago, IL 60674**

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: *Check all that apply.***\$1,160.92**

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: Trade Creditor - materials or servicesIs the claim subject to offset? ☒ No ☐ Yes

Debtor **Wisconsin & Milwaukee Hotel LLC**Case number (if known) **24-21743**

Name

3.19 Nonpriority creditor's name and mailing address

**FAXPIPE
AIRCOM LLC DBA AIRCOMUSA
190 W. 800 N Street
Suite 202
Provo, UT 84601**

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: *Check all that apply.***\$12.95**

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: **Trade Creditor - materials or services**Is the claim subject to offset? ☒ No ☐ Yes

3.20 Nonpriority creditor's name and mailing address

**Fitzgerald Consultancy
44 East Mifflin Street
Suite 305
Madison, WI 53703**Date(s) debt was incurred **11/30/2023 - 3/31/2024**Last 4 digits of account number **None**As of the petition filing date, the claim is: *Check all that apply.***\$2,500.00**

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: **Trade Creditor - materials or services**Is the claim subject to offset? ☒ No ☐ Yes

3.21 Nonpriority creditor's name and mailing address

**Fortune Fish Company
Lockbox 235263
Chicago, IL 60689-5263**

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: *Check all that apply.***\$8,721.17**

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: **Trade Creditor - materials or services**Is the claim subject to offset? ☒ No ☐ Yes

3.22 Nonpriority creditor's name and mailing address

**Four Peas Consulting
PO Box 101
Eau Claire, WI 54702**

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: *Check all that apply.***\$1,000.00**

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: **Trade Creditor - materials or services**Is the claim subject to offset? ☒ No ☐ Yes

3.23 Nonpriority creditor's name and mailing address

**Grainger Inc.
Dept 843980004
Palatine, IL 60038-0001**

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: *Check all that apply.***\$2,104.29**

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: **Trade Creditor - materials or services**Is the claim subject to offset? ☒ No ☐ Yes

3.24 Nonpriority creditor's name and mailing address

**Guest Supply LLC
PO Box 6771
300 Davidson Avenue
Somerset, NJ 08873**

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: *Check all that apply.***\$2,145.65**

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: **Trade Creditor - materials or services**Is the claim subject to offset? ☒ No ☐ Yes

3.25 Nonpriority creditor's name and mailing address

**Guest Tek Interactive
1060 Lake Susan Drive
Chanhassen, MN 55317**

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: *Check all that apply.***\$3,947.19**

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: **Trade Creditor - materials or services**Is the claim subject to offset? ☒ No ☐ Yes

Debtor **Wisconsin & Milwaukee Hotel LLC**
Name

Case number (if known) **24-21743**

3.26 Nonpriority creditor's name and mailing address

**J.M. Brennan Inc.
2101 W. St. Paul Avenue
Milwaukee, WI 53233**

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: *Check all that apply.*

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: Trade Creditor - materials or services

Is the claim subject to offset? ☒ No ☐ Yes

\$3,052.00

3.27 Nonpriority creditor's name and mailing address

**Jackson Street Management LLC
731 N. Jackson Street
Suite 420
Milwaukee, WI 53202**

Date(s) debt was incurred 5/8/2020, 11/30/2020,
12/11/2020, 12/28/2020

Last 4 digits of account number None

As of the petition filing date, the claim is: *Check all that apply.*

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: Operating Loan

Is the claim subject to offset? ☒ No ☐ Yes

\$414,166.66

3.28 Nonpriority creditor's name and mailing address

**JLL
200 East Randolph Drive
43 Floor
Chicago, IL 60601**

Date(s) debt was incurred 11/30/2023 - 3/31/2024

Last 4 digits of account number None

As of the petition filing date, the claim is: *Check all that apply.*

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: Trade Creditor - materials or services

Is the claim subject to offset? ☒ No ☐ Yes

\$59,922.83

3.29 Nonpriority creditor's name and mailing address

**JS Asset Management LLC
731 N. Jackson Street
Suite 420
Milwaukee, WI 53202**

Date(s) debt was incurred 12/1/2019 to 9/30/2021

Last 4 digits of account number None

As of the petition filing date, the claim is: *Check all that apply.*

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: Operating Loan

Is the claim subject to offset? ☒ No ☐ Yes

\$58,719.99

3.30 Nonpriority creditor's name and mailing address

**JS Asset Management LLC
731 N. Jackson Street
Suite 420
Milwaukee, WI 53202**

Date(s) debt was incurred 1/1/2020 - 2/29/2024

Last 4 digits of account number None

As of the petition filing date, the claim is: *Check all that apply.*

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: Accrued Asset Management Fees

Is the claim subject to offset? ☒ No ☐ Yes

\$296,693.94

3.31 Nonpriority creditor's name and mailing address

**JS Asset Management LLC
731 N. Jackson Street
Suite 420
Milwaukee, WI 53202**

Date(s) debt was incurred 5/8/2020

Last 4 digits of account number None

As of the petition filing date, the claim is: *Check all that apply.*

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: _

Is the claim subject to offset? ☒ No ☐ Yes

\$511,857.00

3.32 Nonpriority creditor's name and mailing address

**Knot Worldwide Inc.
PO Box 32177
New York, NY 10087-2177**

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: *Check all that apply.*

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: Trade Creditor - materials or services

Is the claim subject to offset? ☒ No ☐ Yes

\$1,386.00

Debtor **Wisconsin & Milwaukee Hotel LLC**

Name

Case number (if known)

24-21743

3.33 Nonpriority creditor's name and mailing address

**Marriott International, Inc.
7750 Wisconsin Avenue
Bethesda, MD 20814**

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: *Check all that apply.***\$129,190.31**☐ Contingent☐ Unliquidated☐ DisputedBasis for the claim: Franchise FeesIs the claim subject to offset? ☒ No ☐ Yes

3.34 Nonpriority creditor's name and mailing address

**Martin Sourcing & Logistics LLC
533 Jackson Way
Pevely, MO 63070**

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: *Check all that apply.***\$819.00**☐ Contingent☐ Unliquidated☐ DisputedBasis for the claim: Trade Creditor - materials or servicesIs the claim subject to offset? ☒ No ☐ Yes

3.35 Nonpriority creditor's name and mailing address

**Meats by Linz, Inc.
PO Box 59
414 E. State Street
Calumet City, IL 60409-0059**

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: *Check all that apply.***\$1,254.24**☐ Contingent☐ Unliquidated☐ DisputedBasis for the claim: Trade Creditor - materials or servicesIs the claim subject to offset? ☒ No ☐ Yes

3.36 Nonpriority creditor's name and mailing address

**Milwaukee Pretzel Company
8050 N. Granville Woods Road
Milwaukee, WI 53223**

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: *Check all that apply.***\$297.60**☐ Contingent☐ Unliquidated☐ DisputedBasis for the claim: Trade Creditor - materials or servicesIs the claim subject to offset? ☒ No ☐ Yes

3.37 Nonpriority creditor's name and mailing address

**Milwaukee World Festival
BIN 88485
639 E. Summerrfest Place
Milwaukee, WI 53202**

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: *Check all that apply.***\$10,000.00**☐ Contingent☐ Unliquidated☐ DisputedBasis for the claim: Trade Creditor - materials or servicesIs the claim subject to offset? ☒ No ☐ Yes

3.38 Nonpriority creditor's name and mailing address

**Playback Prodigy
PO Box 70838
Las Vegas, NV 89170-0838**

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: *Check all that apply.***\$200.00**☐ Contingent☐ Unliquidated☐ DisputedBasis for the claim: Trade Creditor - materials or servicesIs the claim subject to offset? ☒ No ☐ Yes

3.39 Nonpriority creditor's name and mailing address

**Restaurant Technologies, Inc.
12962 Collections Center Drive
Chicago, IL 60693**

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: *Check all that apply.***\$1,399.69**☐ Contingent☐ Unliquidated☐ DisputedBasis for the claim: Trade Creditor - materials or servicesIs the claim subject to offset? ☒ No ☐ Yes

Debtor **Wisconsin & Milwaukee Hotel LLC**
Name

Case number (if known) **24-21743**

3.40	Nonpriority creditor's name and mailing address RR Donnelley 55111 S 9th Street Milwaukee, WI 53221 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> \$312.09 <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Trade Creditor - materials or services Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
3.41	Nonpriority creditor's name and mailing address State Chemical Solutions PO Box 844284 Boston, MA 02284-4284 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> \$1,324.01 <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Trade Creditor - materials or services Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
3.42	Nonpriority creditor's name and mailing address Tambourine 100 W. Cypress Creek Road Suite 550 Fort Lauderdale, FL 33309 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> \$1,699.07 <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Trade Creditor - materials or services Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
3.43	Nonpriority creditor's name and mailing address Testa Produce, Inc. O2nd Dept 2105 PO Box 5905 Carol Stream, IL 60197-5905 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> \$12,622.23 <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Trade Creditor - materials or services Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
3.44	Nonpriority creditor's name and mailing address Town Bank 9801 W. Higgins Road Des Plaines, IL 60018 Date(s) debt was incurred 2/24/2021 Last 4 digits of account number 4083	As of the petition filing date, the claim is: <i>Check all that apply.</i> \$383,555.68 <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: PPP Loan Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
3.45	Nonpriority creditor's name and mailing address Towne Park LLC PO Box 79349 Baltimore, MD 21279-0349 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> \$9,000.00 <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Trade Creditor - materials or services Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
3.46	Nonpriority creditor's name and mailing address Turano Baking Company 6501 West Roosevelt Road Berwyn, IL 60402 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> \$1,068.18 <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Trade Creditor - materials or services Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes

Debtor **Wisconsin & Milwaukee Hotel LLC**
Name

Case number (if known) **24-21743**

3.47 Nonpriority creditor's name and mailing address

**UMF Corporation
3600 Commercial Avenue
Northbrook, IL 60062**

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: *Check all that apply.*

\$228.75

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: **Trade Creditor - materials or services**

Is the claim subject to offset? ☒ No ☐ Yes

3.48 Nonpriority creditor's name and mailing address

**Urban Elevator - Wisconsin
PO Box 70
Berwyn, IL 60402**

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: *Check all that apply.*

\$1,760.00

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: **Trade Creditor - materials or services**

Is the claim subject to offset? ☒ No ☐ Yes

3.49 Nonpriority creditor's name and mailing address

**US Foodservice Inc.
W137N9245 WI-45
Menomonee Falls, WI 53051**

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: *Check all that apply.*

\$22,407.18

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: **Trade Creditor - materials or services**

Is the claim subject to offset? ☒ No ☐ Yes

3.50 Nonpriority creditor's name and mailing address

**Valentine Coffee
5918 W. Vliet Street
Milwaukee, WI 53208**

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: *Check all that apply.*

\$410.40

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: **Trade Creditor - materials or services**

Is the claim subject to offset? ☒ No ☐ Yes

3.51 Nonpriority creditor's name and mailing address

**Vistar Corporation
16639 Gale Way Avenue
Hacienda Heights, CA 91745**

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: *Check all that apply.*

\$2,576.19

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: **Trade Creditor - materials or services**

Is the claim subject to offset? ☒ No ☐ Yes

3.52 Nonpriority creditor's name and mailing address

**Wave Renovations LLC
731 N. Jackson Street
Suite 420
Milwaukee, WI 53202**

Date(s) debt was incurred 1/22/2020, 2/28/2020,
6/9/2020, 6/30/2020

Last 4 digits of account number None

As of the petition filing date, the claim is: *Check all that apply.*

\$449,000.00

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: **Operating Loan**

Is the claim subject to offset? ☒ No ☐ Yes

3.53 Nonpriority creditor's name and mailing address

**Winter Services LLC
5343 N. 118th Court
Milwaukee, WI 53225**

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: *Check all that apply.*

\$350.00

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: **Trade Creditor - materials or services**

Is the claim subject to offset? ☒ No ☐ Yes

Debtor **Wisconsin & Milwaukee Hotel LLC**
Name

Case number (if known) **24-21743**

3.54 Nonpriority creditor's name and mailing address

Wisconsin Hotel & Lodging
125 N. Executive Drive
Suite 206
Brookfield, WI 53005

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: Check all that apply.

\$2,050.00

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: Trade Creditor - materials or services

Is the claim subject to offset? ☒ No ☐ Yes

3.55 Nonpriority creditor's name and mailing address

Wolf's Dry Cleaners
1354 N. Seventh Street
Milwaukee, WI 53205

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: Check all that apply.

\$2,280.18

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: Trade Creditor - materials or services

Is the claim subject to offset? ☒ No ☐ Yes

3.56 Nonpriority creditor's name and mailing address

Zone Mechanical North LLC
731 County Road DDD
Suite 300
Wrightstown, WI 54180

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: Check all that apply.

\$2,008.15

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: Trade Creditor - materials or services

Is the claim subject to offset? ☒ No ☐ Yes

Part 3: List Others to Be Notified About Unsecured Claims

4. List in alphabetical order any others who must be notified for claims listed in Parts 1 and 2. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for unsecured creditors.

If no others need to be notified for the debts listed in Parts 1 and 2, do not fill out or submit this page. If additional pages are needed, copy the next page.

Name and mailing address

On which line in Part 1 or Part 2 is the
related creditor (if any) listed?

Last 4 digits of
account number, if
any

Part 4: Total Amounts of the Priority and Nonpriority Unsecured Claims

5. Add the amounts of priority and nonpriority unsecured claims.

5a. Total claims from Part 1

5b. Total claims from Part 2

5c. Total of Parts 1 and 2
Lines 5a + 5b = 5c.

Total of claim amounts	
5a.	\$ 0.00
5b. +	\$ 2,435,339.94
5c.	\$ 2,435,339.94

Fill in this information to identify the case:

Debtor name **Wisconsin & Milwaukee Hotel LLC**

United States Bankruptcy Court for the: **EASTERN DISTRICT OF WISCONSIN**

Case number (if known) **24-21743**

☐ Check if this is an amended filing

Official Form 206G

Schedule G: Executory Contracts and Unexpired Leases

12/15

Be as complete and accurate as possible. If more space is needed, copy and attach the additional page, number the entries consecutively.

1. Does the debtor have any executory contracts or unexpired leases?

☐ No. Check this box and file this form with the debtor's other schedules. There is nothing else to report on this form.

☒ Yes. Fill in all of the information below even if the contacts of leases are listed on *Schedule A/B: Assets - Real and Personal* (Official Form 206A/B).

Property

2. List all contracts and unexpired leases

State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

2.1. State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract

SIP (telephone) services contract;
Contract is either with, or for the benefit of, the Debtor.
6 months

Access One, Inc.
820 W. Jackson Blvd.
6th Floor
Chicago, IL 60607

2.2. State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract

Services contract - Beverage gas; Contract is either with, or for the benefit of, the Debtor.
1 year

Airgas USA, LLC
3101 Stafford Drive
Charlotte, NC 28208

2.3. State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract

Services contract - HOTSOS preventative maintenance; Contract is either with, or for the benefit of, the Debtor.
Expires 4/30/24

Amadeus Hospitality Americas, Inc.
75 New Hampshire Avenue
Portsmouth, NH 03801

Additional Page if You Have More Contracts or Leases**2. List all contracts and unexpired leases**

State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

2.4. State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract

Reservation of flight personnel rooms; Contract is either with, or for the benefit of, the Debtor.

Month to month

**American Airlines, Inc.
1 Skyview Drive
Fort Worth, TX 76155**

2.5. State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract

**Music licensing contract; Contract is either with, or for the benefit of, the Debtor.
Month to month**

**ASCAP
2 Music Square West
Nashville, TN 37203**

2.6. State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract

**Services contract - kitchen hood cleaning; Contract is either with, or for the benefit of, the Debtor.
Month-to-month**

**Averus Inc.
3851 Clearview Court
Gurnee, IL 60031**

2.7. State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract

**Copier services; Contract is either with, or for the benefit of, the Debtor.
Expires 12/31/2025**

**Canon Solutions America, Inc.
425 Martingale Road
Schaumburg, IL 60173**

2.8. State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract

**Supply contract - kitchen uniforms; Contract is either with, or for the benefit of, the Debtor.
Expires 6/23/2025**

**CINTAS Corporation No. 2
6415 N. 2nd Street
Milwaukee, WI 53223**

First Name

Middle Name

Last Name

Additional Page if You Have More Contracts or Leases**2. List all contracts and unexpired leases****State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease**

- 2.9. State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract

Services contract - hotel security; Contract is either with, or for the benefit of, the Debtor.
Month to month

Elite Protection Specialist, LLC
PO Box 185
Pewaukee, WI 53072

- 2.10. State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract

Services contract - EPIK (telephone); Contract is either with, or for the benefit of, the Debtor.
Expires 9/13/2024

Granite Telecommunications
100 Newport Ave Ext
Quincy, MA 02171

- 2.11. State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract

Consulting and Asset Management Agreement

Annual renewal

JS Asset Management LLC
731 N. Jackson Street
Suite 420
Milwaukee, WI 53202

- 2.12. State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract

Services contract - Reader Board Services; Contract is either with, or for the benefit of, the Debtor.
Month to month

Knowland Group, LLC
1735 N. Lynn Street
Arlington, VA 22209

- 2.13. State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract

Contract for brand marketing; Contract is either with, or for the benefit of, the Debtor.
Month to month

Marriott International Inc.
10400 Fernwood road
Bethesda, MD 20817

Additional Page if You Have More Contracts or Leases**2. List all contracts and unexpired leases**

State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

- 2.14. State what the contract or lease is for and the nature of the debtor's interest **Franchise Agreement**

State the term remaining

List the contract number of any government contract

**Marriott International Inc.
10400 Fernwood road
Bethesda, MD 20817**

- 2.15. State what the contract or lease is for and the nature of the debtor's interest **Services contract - F&B reservations and marketing; Contract is either with, or for the benefit of, the Debtor.**

State the term remaining **Month to month**

List the contract number of any government contract

**OpenTable, Inc.
1 Montgomery Street
San Francisco, CA 94104**

- 2.16. State what the contract or lease is for and the nature of the debtor's interest **Services contract - public area music programming; Contract is either with, or for the benefit of, the Debtor.**

State the term remaining **Expires 5/31/2025**

List the contract number of any government contract

**Prescriptive Music, LLC
5900 Canoga Avenue
Suite 300
Woodland Hills, CA 91367**

- 2.17. State what the contract or lease is for and the nature of the debtor's interest **Services contract - associate distress devices; Contract is either with, or for the benefit of, the Debtor.**

State the term remaining

List the contract number of any government contract

**Relay Inc.
4200 Six Forks Road
Suite 1800
Raleigh, NC 27609**

- 2.18. State what the contract or lease is for and the nature of the debtor's interest **Services contract - fryer oil and filtration services; Contract is either with, or for the benefit of, the Debtor.**

State the term remaining **Month to month**

List the contract number of any government contract

**Restaurant Technologies, Inc.
2250 Pilot Knob Road
Suite 100
Saint Paul, MN 55120**

Additional Page if You Have More Contracts or Leases**2. List all contracts and unexpired leases**

State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

2.19. State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract

Services contract - contract licensing; Contract is either with, or for the benefit of, the Debtor.

Month to month

**SESAC
35 Music Square East
Nashville, TN 37203**

2.20. State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract

Services contract - marketing services; Contract is either with, or for the benefit of, the Debtor.

Expires 12/31/2024

**Tambourine
100 W. Cypress Creek Road
Suite 550
Fort Lauderdale, FL 33309**

2.21. State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract

Services contract - Valet parking services; Contract is either with, or for the benefit of, the Debtor.

Expires 1/1/2026

**Towne Park, LLC
555 E. North Lane
Suite 5020
Conshohocken, PA 19428**

2.22. State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract

Services contract - AC maintenance agreement; Contract is either with, or for the benefit of, the Debtor.

Expires 6/11/2024

**Trane U.S.
234 West Florida Street
Milwaukee, WI 53204**

2.23. State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract

Services contract - marketing services; Contract is either with, or for the benefit of, the Debtor.

Month to month

**Trip Advisor LLC
400 - 1st Avenue
Needham Heights, MA 02494**

Additional Page if You Have More Contracts or Leases**2. List all contracts and unexpired leases****State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease**

2.24. State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract

Services contract - Elevator maintenance services; Contract is either with, or for the benefit of, the Debtor. Expires 6/30/2027**Urban Elevator Service, LLC
4830 WEst 16th Street
Cicero, IL 60804**

2.25. State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract

Services contract - Temporary/contract labor; Contract is either with, or for the benefit of, the Debtor. Month to month**V&J Hospitality Services, LLC
443 Parkridge Drive
Pittsburgh, PA 15235**

2.26. State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract

Services contract - Advertising; Contract is either with, or for the benefit of, the Debtor. Month to month**Wedding Pages LLC
462 Broadway
6th Floor
New York, NY 10013**

2.27. State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract

Management Contract**White Lodging Management Corp.
701 83rd Avenue
#17
Merrillville, IN 46410**

**United States Bankruptcy Court
Eastern District of Wisconsin**

In re **Wisconsin & Milwaukee Hotel LLC**

Debtor(s)

Case No. **24-21743**

Chapter **11**

LIST OF EQUITY SECURITY HOLDERS

Following is the list of the Debtor's equity security holders which is prepared in accordance with rule 1007(a)(3) for filing in this Chapter 11 Case

Name and last known address or place of business of holder	Security Class	Number of Securities	Kind of Interest
FORE Investments LLC 731 N. Jackson Street Suite 900 Milwaukee, WI 53202			LLC Member - 0.01% interest
Jackson Street Management LLC 731 N. Jackson Street Suite 4320 Milwaukee, WI 53202-4612			LLC Member - 99.9% interest

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, **Mark Flaherty, Manager of Jackson Street Management, LLC**, manager of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing List of Equity Security Holders and that it is true and correct to the best of my information and belief.

Date May 6, 2024

Signature /s/ Mark Flaherty

Jackson Street Management, LLC
By: Mark Flaherty, Manager

*Penalty for making a false statement of concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both,
18 U.S.C. §§ 152 and 3571.*